

MAINTENANCE
INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF QUARTZSITE

A.G. CONTRACT NO. KR 91-1560

THIS AGREEMENT, entered into pursuant to Arizona Revised Statutes, Section 11-951 through 11-954, as amended, by and between the STATE OF ARIZONA, acting by and through the ARIZONA DEPARTMENT OF TRANSPORTATION, hereinafter called "STATE", and the TOWN OF QUARTZSITE, hereinafter called "TOWN",

WHEREAS, the STATE is empowered by A.R.S. Section 28-108 to enter into this Agreement and the Director of the ARIZONA DEPARTMENT OF TRANSPORTATION, has delegated to the undersigned his authorization to execute this Agreement on behalf of the STATE;

WHEREAS, the TOWN is empowered by A.R.S. §48-572 to enter into this Agreement, and acting by and through its duly elected governing body, has by that certain resolution attached hereto and incorporated herein as Exhibit "A" resolved to enter into this Agreement and has authorized the undersigned as its representative to execute the same on behalf of said TOWN.

WHEREAS, for the safety and protection of the traveling public, it is necessary and desirable that certain operations and maintenance activities be provided on the State Highway System in the TOWN. This work shall consist of the operation and maintenance of intersection control beacons (flashers) and intersection lighting at the following locations:

US 95 at Kuehn Avenue (Co. 58 $\frac{1}{2}$ Street E.) MP 103.98

SR B10 at SR 95 MP 18.97

NOW THEREFORE, in consideration of the mutual covenants hereinafter to be kept by all parties, it is mutually agreed as follows:

1. The TOWN shall set aside sufficient funds and be responsible for all electrical energy costs to operate the intersection control beacons (flashers) and intersection lighting.

2. The STATE shall set aside sufficient funds and be responsible for all operations and maintenance except electrical energy cost.

3. Any new installation or any betterment shall be based on a traffic engineering study, and the mutual involvements shall be negotiable.

4. All parties are hereby put on notice that this Agreement is subject to cancellation by the Governor pursuant to A.R.S. §38-511.

5. This Agreement shall remain in force and effect until midnight June 30, 1992, and shall thereafter be automatically renewed for successive periods of one (1) year unless either party shall give notice in writing to the other not less than one (1) month nor more than three (3) months prior to the initial expiration date, or of any renewal date hereof, cancelling said Agreement. In event of such notification and upon expiration of the term during which notice is given, this Agreement shall thereupon become of no further force and effect.

6. It is understood that the list of locations set forth in this Agreement may be added to, or have deletions made, by Letter Addendum, with all other conditions set forth remaining in effect.

7. It is understood that this Agreement will cancel and supersede any previous agreements for installation, maintenance and betterment of intersection control beacons (flashers) and intersection lighting for those State highways which traverse within the boundaries of the TOWN.

8. It is understood that upon the termination of this Agreement for any cause whatsoever, all properties which are the subject matter of this Agreement are declared to be property of the Arizona Department of Transportation.

9. Any disposal of properties subject to this Agreement shall be in a manner as otherwise prescribed by law concerning the disposal of public property.

10. In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. §12-1518.

11. The provisions of A.R.S. §35-214 are applicable to this Agreement.

12. Attached to this Agreement and incorporated herein by reference is Exhibit "B" which is a copy of the written determination of the appropriate attorney that the TOWN is authorized under the laws of this State to enter into this Agreement and that it is in proper form.

13. This Agreement shall be filed with the Secretary of State and shall become effective upon filing.

Maintenance
Town of Quartzsite

STATE OF ARIZONA
ARIZONA DEPARTMENT OF TRANSPORTATION

BY:


State Traffic Engineer

DATE:

July 1, 1991

TOWN OF QUARTZSITE

BY:

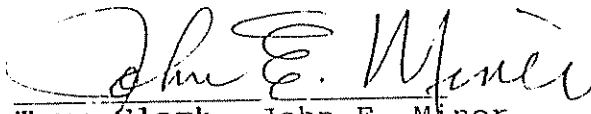

Richard Oldham, Mayor

TITLE:

DATE:

June 25, 1991

ATTEST:


Town Clerk, John E. Miner

TOWN OF QUARTZSITE
RESOLUTION NO. 91-01

COPY
EXHIBIT "A"

A RESOLUTION OF THE MAYOR AND TOWN COUNCIL OF THE TOWN OF QUARTZSITE, ARIZONA, SUPPORTING THE INSTALLATION RE: FLASHING SIGNALS AT CERTAIN LOCATIONS WITHIN THE MUNICIPAL LIMITS OF THE TOWN AND AUTHORIZATION FOR PAYMENT OF OPERATIONAL COSTS.

WHEREAS, the Arizona Department of Transportation, Highways Division, is currently pursuing the design and installation of all-red flashing signals at the locations of B-10 and Hwy 95, also known as Four Corners, and Hwy 95 and the South Frontage Road; and

WHEREAS, the Arizona Department of Transportation requires a resolution of the Common Council of the Town of Quartzsite, Arizona, stating their concurrence with the installations, and their willingness to pay the electrical bill for the operation of these devices; and

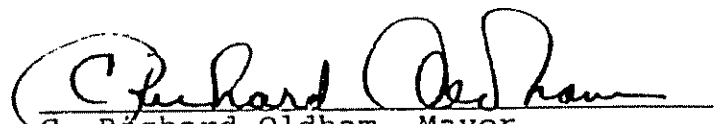
WHEREAS, the Common Council of the Town of Quartzsite, Arizona, hereby deems the installation of flashing red signals at the above locations to be necessary for the peace, health and safety of the Town of Quartzsite, Arizona;

NOW, THEREFORE BE IT RESOLVED THAT the Mayor and Common Council of the Town of Quartzsite hereby states their concurrence in the installation of an all-red flashing signal at the intersection of B-10 and Hwy 95, also known as Four Corners, and the intersection of the South Frontage Road and Hwy 95, both intersections being within the municipal limits of the Town of Quartzsite, Arizona; and

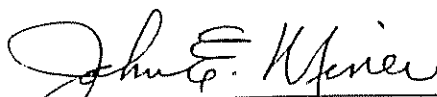
BE IT FURTHER RESOLVED, that the Town of Quartzsite, Arizona, shall pay any and all electrical charges for the operation of these devices once they are installed.

WHEREAS, it is necessary for the preservation for the peace, health, and safety of the Town of Quartzsite, Arizona, an emergency is declared to exist and this resolution will be effective immediately upon its passage and adoption.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Quartzsite this 22nd day of January, 1991.


C. Richard Oldham, Mayor

ATTEST:


John E. Miner, Town Clerk

APPROVED AS TO FORM:

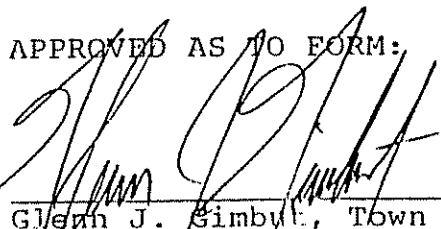

Glenn J. Gimbut, Town Attorney

EXHIBIT "B"

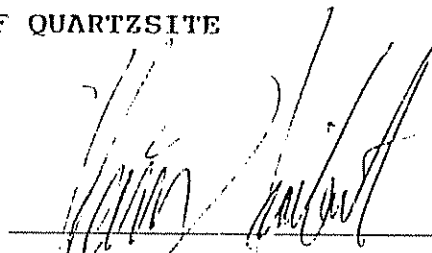
APPROVAL OF THE ATTORNEY

I hereby state that I have reviewed the proposed Maintenance Intergovernmental Agreement between the State of Arizona, ARIZONA DEPARTMENT OF TRANSPORTATION and the TOWN OF QUARTZSITE and declare the Agreement to be in proper form and within the powers and authority granted under the laws of the State of Arizona.

DATED this 25 day of June, 1991.

TOWN OF QUARTZSITE

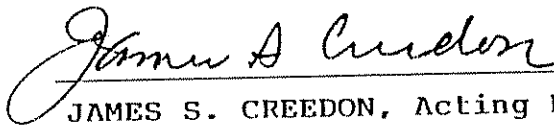
BY:


Town Attorney

MAINTENANCE - TRAFFIC SIGNALS
TOWN OF QUARTZSITE

RESOLUTION

BE IT RESOLVED, on this 13 day of June, 1991,
that I, JAMES S. CREEDON, as Acting Director, ARIZONA
DEPARTMENT OF TRANSPORTATION, have determined that it is in
the best interest of the State of Arizona, that the ARIZONA
DEPARTMENT OF TRANSPORTATION, acting by and through the
Highways Division, enter into a Maintenance Intergovernmental
Agreement with the TOWN OF QUARTZSITE for the maintenance and
operation of intersection control beacons (flashers) and
highway lighting on State routes within the TOWN OF
QUARTZSITE. THEREFORE, authorization is hereby given to
draft said Agreement which, upon completion, shall be
submitted for approval and execution by the State Traffic
Engineer.


JAMES S. CREEDON, Acting Director
ARIZONA DEPARTMENT OF TRANSPORTATION

Attorney General

1275 WEST WASHINGTON

Phoenix, Arizona 85007

~~Robert F. Woods~~

Grant Woods

INTERGOVERNMENTAL AGREEMENT

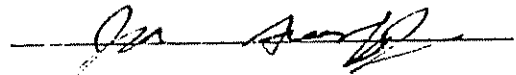
DETERMINATION

A. G. Contract No. KR 91-1560, an agreement between public agencies, has been reviewed pursuant to A.R.S. § 11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 22 day of July, 1991.

GRANT WOODS
Attorney General


Assistant Attorney General
Transportation Section



ARIZONA DEPARTMENT OF TRANSPORTATION

HIGHWAYS DIVISION

206 South Seventeenth Avenue Phoenix, Arizona 85007-3212

August 7, 1991

FIFE SYMINGTON
Governor

JAMES S. CREEDON
Acting Director

GARY K. ROBINSON
State Engineer

Mr. John E. Miner
Manager/Clerk
Town of Quartzsite
P.O. Box 2812
Quartzsite, AZ 85346


Re: Maintenance Intergovernmental Agreement
Between the State of Arizona and the
Town of Quartzsite

Dear Mr. Miner:

Transmitted herewith is the Maintenance
Intergovernmental Agreement which has been fully executed.

You will note the effective filing date is July 31,
1991.

Very truly yours,


ROGER L. HATTON, P.E.
State Traffic Engineer

RLH:RM:mz
Att.

c: A. J. Judd (D3)
Marsha Bloom (204B)
Sally Al-Hashimi (103P)

